

# **STATE REVOLVING LOAN FUND**

## **CONSTRUCTION CONTRACT REQUIREMENTS**

**(for loans after 9/30/94)**



**THE ADVERTISEMENT FOR BIDS AND THE INFORMATION TO BIDDERS MUST INCLUDE THE FOLLOWING SECTIONS SUBSTANTIALLY AS WRITTEN:**

Bid Bond

A certified check or bank draft payable to the OWNER or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the amount equal to five percent (5%) of the Bid shall be submitted with each bid. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the OWNER.

Minority and Woman Business Enterprises Requirements

Each bidder shall take special notice of the Guidance for use of Minority and Woman Business Enterprises in sub-agreements. Failure to complete the requirements of this program may result in finding that the bidder is non-responsible and therefore, not entitled to award of this contract. Complete requirements are detailed in the Bid Documents.

Nondiscrimination in Employment and Labor Standards.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and amendments or supplements to that Order. The requirements for bidders and contractors under this Order are explained in the Information for Bidders.

Federal Requirements

The Contractor must comply with the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR part 3, Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR part 1910).

The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738.

Disclaimer

Any contract awarded under this Advertisement for Bids is expected to be funded in part by a State Revolving Loan and/or State Grant. Neither the State of Maine nor any of its departments, agencies, or employees is or will be a party to this Contract.

**THE INFORMATION SECTION OF THE SPECIFICATIONS MUST CONTAIN THE FOLLOWING PARAGRAPHS SUBSTANTIALLY AS WRITTEN.**

Bonding and Insurance

On contracts for the building and erection of treatment works exceeding \$50,000, each bidder must furnish a bid guarantee equivalent to 5 percent of the bid price. In addition the contractor awarded either a design/construct contract or a construction contract must furnish performance and payment bonds, each of which shall be in an amount not less than 100 percent of the contract price. Contractors should obtain such construction insurance (e.g., fire and extended coverage, workmen's compensation, public liability and property damage, and "all risk" builders risk) as is customary and appropriate.

### Manufacturer's Experience

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

### Sales Tax

This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.

### Wage Rates

State wage rates do not apply to this project.

### Safety and Health Regulations

This project is subject to all the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the US. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

### Nondiscrimination in Employment

- a. Contracts for work under this proposal will obligate the contractors and the subcontractors not to discriminate in employment practices.
- b. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.
- c. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
- d. Successful bidders must, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.
- e. Successful bidders must be prepared to comply in all respects with the contract provisions regarding nondiscrimination.

## Minority and Woman Business Enterprises Requirements

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprise;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The goals for this project are a minimum of **five (5) percent** MBE and WBE participation **(1.3% MBE; 3.7% WBE )**. If these goals are not met the successful bidder must demonstrate a good faith effort in meeting the goals. The successful bidder must submit to the Owner, within ten (10) days of the bid opening, the appropriate one of either Attachment A (the MBE/WBE goals having been met) or Attachment B (the MBE/WBE goals not having been met) completed in its entirety. In addition, the Contractor shall submit to the Owner, a quarterly compliance report (Form 334) listing the MBEs and WBEs, their work and the amount of payment to each during the quarter, for the duration of the contract. (Attachment A, Attachment B, and Form 334 attached as Exhibit 1).

NOTE: The most recent copy of the Maine Department of Transportation's "Certified Disadvantaged Business Enterprise Directory" is available on the internet at the following address: [http://www.state.me.us/mdot/humres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humres/o_equalo/cdwbed_h.htm) (A hard copy will be provided upon request). For trades not listed in the MDOT directory, additional certified businesses may be listed in the Massachusetts State Office of Minority and Women Business Assistance(SOMBWA) web site, found at: <http://www.state.ma.us/somwba/>

## "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified by reference to a manufacturer or trade name, it shall be understood that this is referenced for defining the performance of the material, article, or piece of equipment and that other products of equal capacities, quality and function shall be considered. It shall be the CONTRACTOR'S responsibility to coordinate all submittals to the ENGINEER for approval to eliminate any conflicts which might arise due to the use of the "or equal" item. Any additional costs incident to the use of "or equal" items will be paid by the CONTRACTOR.

**THE BID PROPOSAL AND CONTRACT AGREEMENT MUST CONTAIN THE FOLLOWING.**

Performance Time Frame

The time frame for contract performance, final completion, and if necessary substantial completion.

Liquidated Damages

A requirement for assessing Liquidated Damages, including the method and amount.

Acknowledgment of Addenda

A section for the Contractor to acknowledge the receipt of addenda.

Bid Proposal Form (only)

The Bid Proposal Form must be consistent with the plans and specifications.

**THE GENERAL CONDITIONS OR SUPPLEMENTAL CONDITIONS MUST CONTAIN THE FOLLOWING SECTIONS SUBSTANTIALLY AS WRITTEN.**

Contract Security

The Contractor shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and a Payment Bond in penal sums equal to the amount of the contract price conditioned upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Maine. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the State of Maine, the CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

Contractor's and Subcontractor's Insurance

The CONTRACTOR shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until all similar insurance required of the SUBCONTRACTOR has been so obtained and approved. Approval of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

Operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, requires Insurance to be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a

limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTOR as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the State of Maine, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

#### Time of Completion and Liquidated Damages

The Bid Proposal and the Contract's Agreement must contain a paragraph specifying the TIME of COMPLETION stated as a number of calendar days following execution of the contract, and, the dollar amount of LIQUIDATED DAMAGES to be paid to the OWNER for each calendar day beyond the specified completion period that the work remains uncompleted.

#### Bid Protests

All protests arising from the OWNER'S procurement practices must be submitted to the OWNER as soon as practical. The OWNER will investigate the basis for the protest, seek the advice of legal counsel, document all meetings and actions, and attempt to resolve the protest promptly and equitably.

In the event that the protest is not settled, an appeal may be filed with the Department of Environmental Protection (DEP).

#### Contractor's Guaranty

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

### Inspection

Representatives of the OWNER and of the Department of Environmental Protection (DEP) shall have access to the work wherever it is in preparation or progress and the contractor shall provide proper facilities for such access and inspection.

### Claims or Disputes

All claims or disputes between the OWNER and the CONTRACTOR must be settled informally using the DEP as a mediator or formally in a court of law. Formal Arbitration proceedings will not be allowed. All resolved disputes and claims must be submitted to the DEP by change order for approval before payment.

All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or a breach thereof, shall be settled by litigation in a court of competent jurisdiction.

### Posting Documents

The following documents must be prominently posted and maintained by the contractor at such place or places on the project site where they can be easily seen by employees.

1. "Notice to Labor Union or Other Organizations of Workers".(Exhibit 2)
2. "Equal Employment Opportunity is the Law" poster.
3. "Notice Relative to the Regulation of Employment" (State Poster)
4. "Minimum Wage" (State Poster)
5. "Whistleblowers' Protection Act" (State Poster)

### Payment of Employees

#### Minimum Wages

All mechanics and laborers employed or working upon the construction site work of the project, will be paid the full amounts due at time of payment computed at wage rates not less than State Minimum Wage regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

#### Overtime Payments

An employer is obligated to make proper wage payments under the Fair Labor Standards Act, and the Contract Work Hours Standards Act, for hours worked in excess of 40 hours in a work week. An employee must receive compensation at a rate not less than one and one-half times the regular rate of pay (basic hourly rate) for all hours worked in excess of 40 hours per week.

### Wage Record of Contractor

The CONTRACTOR and each of subcontractor shall keep an accurate record showing the names, social security number, and occupation of each and all laborers, workmen, and mechanics employed by them in connection with this Project showing the hours worked, the title of the job, the hourly rate and the actual wages paid to each of them. A copy of such record shall be kept at the job site and shall be open at all reasonable hours to the inspection of the Bureau of Labor Standards, the OWNER, and the Department of Environmental Protection.

### Retention of Payroll Records

Payroll records, including original field notes and back up material will be maintained during the course of the work by the CONTRACTOR, including payroll of each subcontractor for a period of three years after the completion of the project.

### Violations of Labor Standards

In the event of a violation of the Overtime Payments clause the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages and shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages.

In the event of any violation by the CONTRACTOR or subcontractor of the labor standards provisions of their contract, the OWNER may, after notice to the CONTRACTOR, suspend further payments until such violations have ceased.

### Payment to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK by delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, retainage in the amount of 2% of the total contract will be retained for a period of 1 year from the date of substantial completion. In addition to the 2% retainage, the OWNER shall retain an amount sufficient to cover the estimated cost of the work still to be completed.



The CONTRACTOR will indemnify and save the OWNER harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers or machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. This may be required on a monthly basis. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the

CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

#### Changes in the Work

The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### Changes in Contract Price

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of procedure listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.
- c. Time and materials

For all change order work performed under c, a fee for overhead and profit will be allowed over and above the "actual cost" of the work. For work performed by a subcontractor, this fee shall not exceed fifteen percent (15%) for the subcontractor and five (5%) for the general contractor. The general contractor's five percent (5%) is calculated on the subcontractor's actual cost before the fee is added. The total fee on "actual work" shall not exceed 20%. For work performed by the general contractor, this fee shall not exceed fifteen percent (15%).

The "actual cost" of work includes the reasonable cost to the Contractor of the following:

- a. materials used as part of the work;
- b. common and skilled labor and foreman only;
- c. equipment rental for the period employed directly on the work at rates not exceeding the monthly rate contained in the current "Rental Rate Blue Book for Construction Equipment (published by the Equipment Guidebook Company);
- d. additional insurance if required, to cover public liability for injury to persons and property;
- e. Workmen's Compensation Insurance, Federal Social Security and any other costs associated with payrolls and required by law.

The "actual cost" of work does not include the following:

- a. purchase or rental of small tools and buildings;
- b. Contractor's supervision of subcontractor (these costs are part of fee outlined above;
- c. use of capital or premium on the bond unless the extra work includes an extension of time approved and authorized by the Owner.
- d. overhead and profit.

#### Access to records

The OWNER, DEP, Maine Municipal Bond Bank and the Comptroller General of United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of contractors which are pertinent to this project in order to make audits, examinations, excerpts, and transcripts.

Expiration of right of access. The rights of access shall last as long as the records are retained. The minimum retention period is three years.

#### Project Sign

The CONTRACTOR shall provide and erect a project sign as detailed and specified. The location of the sign shall be as directed by the ENGINEER. No other contractor, subcontractor or material signs will be permitted on the sign. The CONTRACTOR shall maintain and keep the project sign in good condition until the work is completed when the sign will be removed. All other signs to be erected on the site shall be approved by the ENGINEER. Provide adequate supports for sign as site conditions may require and keep sign a proper distance above prevailing grade to permit public viewing.

**MBE/WBE  
ATTACHMENT A**

THE MBE/WBE GOAL HAVING BEEN MET, the following information must be submitted:

MUNICIPALITY: \_\_\_\_\_ STATE: \_\_\_\_\_

SRF PROJECT NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

1. Total dollar amount of the contract: \$ \_\_\_\_\_
2. Total dollar amount of the MBE participation: \$ \_\_\_\_\_
3. Percentage of MBE participation: % \_\_\_\_\_
4. Total dollar amount of WBE participation: \$ \_\_\_\_\_
5. Percentage of WBE participation: % \_\_\_\_\_
6. List of MBE/WBE subcontractors (fill out for each of MBE/WBE used):

**List of MBE/WBE firms to be used.**

Company Name	Contact Person	Phone	Type of Work	Amount

This attachment must be signed by an authorized representative of the bidder.

\_\_\_\_\_  
(Signature)

Name:

Title:

Address:

Phone:

**MBE/WBE  
ATTACHMENT B**  
(page 1 of 2)

THE MBE/WBE GOAL NOT HAVING BEEN MET, the following information must be submitted:

MUNICIPALITY: \_\_\_\_\_ STATE: \_\_\_\_\_

SRF PROJECT NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

**A. MBE/WBE Participation:**

1. Total dollar amount of the contract: \$ \_\_\_\_\_
2. Total dollar amount of the MBE participation: \$ \_\_\_\_\_
3. Percentage of MBE participation: % \_\_\_\_\_
4. Total dollar amount of WBE participation: \$ \_\_\_\_\_
5. Percentage of WBE participation: % \_\_\_\_\_

**B. MBE/WBE Solicitation:**

List each minority and women-owned firm (whether or not on the Loanee's Project List) to which a letter of solicitation was sent. It is suggested that correspondence be sent by certified or registered mail since the burden or proof of positive efforts to utilize MBE/WBE firms rests with the bidder.

A copy of each solicitation letter MUST be attached.

Minority-Owned Firm Contacted

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

Women-Owned Firm Contacted

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

**MBE/WBE  
ATTACHMENT B**  
(page 2 of 2)

C. List all MBE/WBE firms to be used:

**List of MBE/WBE firms to be used.**

Company Name	Contact Person	Phone	Type of Work	Amount

D. List all MBE/WBE firms from which a bid or quotation was received which is not listed in Section C above and the reason the firm was not selected:

**List of MBE/WBE firms not to be used.**

Company Name	Contact Person	Phone	Reason Not Selected

This attachment must be signed by an authorized representative of the bidder.

\_\_\_\_\_  
(Signature)

Name:

Title:

Address:

Phone:



# MBE/WBE\* UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE AGREEMENTS, AND OTHER FEDERAL FINANCIAL ASSISTANCE

PART 1. (NEGATIVE REPORTS REQUIRED)			
1A. FEDERAL FISCAL YEAR 19_____		1B. REPORTING QUARTER (Check appropriate box) <input type="checkbox"/> 1st (Oct.-Dec.) <input type="checkbox"/> 2nd (Jan.-Mar.) <input type="checkbox"/> 3rd (Apr.-Jun.) <input type="checkbox"/> 4th (Jul.-Sep.)	
2. FEDERAL FINANCIAL ASSISTANCE AGENCY <small>(Department/Agency, Bureau/Administering Office, Address)</small>  Grant Information & Management Section - PGI Planning & Management Division USEPA - Region I JFK Federal Building Boston, MA 02203-2211		3. REPORTING RECIPIENT (Name and Address)	
2A. REPORTING CONTACT Henry Burrell	PHONE: 617-565-3838	3A. REPORTING CONTACT	PHONE:
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM	
4C. TYPE OF FEDERAL ASSISTANCE AGREEMENT  <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> GRANT</span> <span><input type="checkbox"/> COOPERATIVE AGREEMENT (SRF)</span> <span><input type="checkbox"/> OTHER FEDERAL FINANCIAL ASSISTANCE</span> </div>			
5A. PERIOD WHEN PROCUREMENT UNDER THIS AWARD WILL OCCUR START DATE:		END DATE:	
5B. AMOUNT OF TOTAL PROJECT DOLLARS PLANNED FOR PROCUREMENT THIS FISCAL YEAR: \$	5C. RECIPIENT'S MBE/WBE GOALS (Percent of total procurement dollars (5B) for each):  <div style="display: flex; justify-content: space-between;"> <div>MBE</div> <div>%</div> <div>WBE</div> <div>%</div> </div>		
5D. MBE/WBE PROCUREMENT ACCOMPLISHED THIS QUARTER MBE \$                      WBE \$		5E. NEGATIVE REPORT (Check) <input type="checkbox"/> See Instructions	
6. COMMENTS:			
7. NAME OF AUTHORIZED REPRESENTATIVE		TITLE	
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE	

AUTHORIZED FOR LOCAL REPRODUCTION



**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NONDISCRIMINATION IN EMPLOYMENT**

To: \_\_\_\_\_  
(Name of union or organization or workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(Name of Applicant)  
involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime  
contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION  
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR  
EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF  
PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR  
TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR  
TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s)  
or subcontract(s) and Executive Order 11246.

COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS  
PLACES AVAILABLE TO EMPLOYEES OR APPLICANT FOR EMPLOYMENT.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
/s/ \_\_\_\_\_  
(Contractor or subcontractor)

\_\_\_\_\_  
(Date)